

# **EXHIBIT 14**

**1993-1996 UAW - Hydro Contract**

**Collective Bargaining Agreement  
Local 1402/UAW**

**For Bargaining Unit Employees**

**Of**

**Hydro Aluminum Automotive Structures, Inc.  
Holland, Michigan 49423**

**Effective November 8, 1993**

AGREEMENT  
BY AND BETWEEN

HYDRO ALUMINUM AUTOMOTIVE STRUCTURES, INC.  
Holland, Michigan

AND

The International Union,  
United Automobile, Aerospace and  
Agricultural Implement Workers of  
America, UAW  
and Local Number 1402

Effective November 09, 1993

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ARTICLE I - AGREEMENT PARTIES

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402 thereof, hereinafter referred to as the "Union", having demonstrated that it represents for purposes of collective bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402, and the Hydro Aluminum Automotive Molland, Structures, Inc. Plant located at 365 West 24th Street, Michigan, hereinafter referred to as the "Company", hereby agree as follows:

WITNESSETH THAT:  
WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

ARTICLE II - RECOGNITION

SECTION 1. REPRESENTATION SCOPE. The Company recognizes the Union as the exclusive bargaining representative for all production and maintenance employees, including tool room, shipping and receiving employees, and group leaders, but excluding all office clerical employees, professional employees, all other plant clerical employees, technical, engineering, and professional employees, time study employees, timekeepers, foremen, assistant foremen, all other supervisors as defined in the National Labor Relations Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future at its Plant located at 365 West 24th Street, Molland, Michigan.

SECTION 2. NONDISCRIMINATION. The Company will not discriminate against any employee with respect to any term or condition of employment or tenure of employment because of membership or nonmembership in the Union.

Any and all reference(s) to the male gender, whether direct or implied, in this Agreement shall be construed to mean employees of either sex.

ARTICLE III - UNION SECURITY

SECTION 1. UNION SHOP. All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this Agreement through regular payments of initiation fees and dues to the Union.

The Company has the right to hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union and who are employed as full time employees in the bargaining unit as defined in Article II, Section 1, shall, as a condition of continued employment, join the Union thirty (30) calendar days after the date of employment or the effective date of this Agreement, whichever is later, and shall thereafter maintain membership in the Union in good standing as a condition of continued employment in the bargaining unit.

Notwithstanding a new employee's obligation to join the Union after thirty (30) calendar days, each new employee must satisfactorily complete a probationary period as outlined in Section 1 of Article IX. During this probationary period, a new employee will not be covered by the terms of this Agreement and will not have recourse to any provision of the grievance procedure established by this contract. However, the Company agrees that for informational purposes, the Union will be advised of the release and/or discharge of any probationary employee.

SECTION 2. NONDISCRIMINATION IN UNION MEMBERSHIP. The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union and as are otherwise required by law. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

SECTION 3. UNION MEMBERSHIP CESSATION. The Union will notify the Company in writing of any employee who, during the life of this Agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

SECTION 4. CHECKOFF. The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment-of-wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union. In the case of special emergency dues levied by the International Union, the Company agrees, upon proper notification, to make biweekly deductions of such dues. If for any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

It is expressly understood and agreed that upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, any Union dues or initiation fees erroneously withheld by the Company from any employee's earnings.

ARTICLE IV - MANAGEMENT

SECTION 1. GENERAL. Except as are specifically limited by the provisions of this Agreement, the operation, control and management of the business, and all activities of the Company in connection therewith which are covered or affected by this Agreement, and the supervision and direction of the working forces in said business are and shall continue to be solely and exclusively the functions and prerogatives of the management of the Company. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the Company. The Company's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right or preclude the Company from exercising the same in some other way. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way the Company's right in its sole discretion and judgment to: determine where to locate or relocate products, materials, equipment, machinery, branch, or other facilities; whether and to what extent the work required in its business shall be performed at the location covered by this Agreement and by employees covered by this Agreement; determine the size and composition of the working force covered by this Agreement, the assignment of work, and policies affecting the selection of employees; hire, promote, transfer, assign, schedule, lay off and recall employees; establish and enforce production and quality standards; determine whether and to what extent the work required in its business will be performed by employees; establish new departments or discontinue existing departments; make or change rules, policies and practices, work standards or quotas; reprimand, discharge, or otherwise discipline employees for cause; change, combine, establish or discontinue jobs or operations, temporarily or permanently, in whole or in part, and determine when and if vacancies in the working force shall be filled; subcontract or procure others to do such of the work as the Company may from time to time deem advisable or necessary, whenever and as often as and to such extent as the Company may deem necessary or advisable; and otherwise generally to manage the operations of the Company and direct the work force. The Company shall also have the right from time to time to make and enforce such new rules applicable to employees covered by this Agreement and to enforce, change, modify or abolish existing rules applicable to employees covered by this Agreement, as it may from time to time deem necessary or advisable, unless expressly prohibited from doing so by an explicit provision or provisions of this Agreement.

SECTION 2. PRODUCTION STANDARDS. The Company retains the right to establish production standards, which shall be established consistent with the quality of workmanship, efficiency of operations, and the working capacities of normal operators. In the event the Union objects to a production standard established by the Company, the Company agrees to meet with the Union Bargaining Committee to discuss the manner and basis upon which the standard was established. The Company's decision regarding any dispute under this Section is not subject to and is specifically excluded from the grievance and arbitration provisions of this Agreement and will be final and binding on the Union and employees covered hereunder.

SECTION 3. SUBCONTRACTING. The Company reserves the right to continue to contract out certain building repair, maintenance, and tooling work, as has been the custom and to subcontract production work which may be over and above the acceptable burden for its regular facilities or employees for any particular type of work. However, this section will not be used for the express purpose of reducing the work force or reducing overtime. The Company agrees to discuss subcontracting with the Union prior to placing any orders.

# ARTICLE V - REPRESENTATION

SECTION 1. UNION BARGAINING COMMITTEE. In all matters of collective bargaining, the Union shall be represented by a Bargaining Committee of four (4) employees, which shall include as one of its four members the President of the Union. If the plant has more than 250 bargaining unit employees the number of committee members will be or increased to five (5) members.

SECTION 2. UNION STEWARDS. For the purpose of collective bargaining, as it pertains to the grievance procedure, the employees shall have the right to be represented by stewards as specified below.

A. DAY SHIFT	
AREAS OF REPRESENTATION	
Metal Finishing	1
Fabrication (Corvette, General Fab, Stanley, Inspection, etc...)	2
Extrusion	1
Shipping and Receiving	1
Skilled Trades	1

B. AFTERNOON SHIFT	
AREAS OF REPRESENTATION	
Metal Finishing	1
Fabrication (Corvette, General Fab, Stanley, Inspection, etc...)	1
Extrusion	1
Skilled Trades	1

The Union may designate one of the afternoon shift stewards to function as Chief Steward.

C. MIDNIGHT SHIFT	
AREAS OF REPRESENTATION	
Extrusion	1

Any area of representation with less than five (5) employees per shift will be represented by another steward on the shift at the completion of the existing steward's term, unless the Union and the Company agree to a different representation arrangement. Likewise, a steward may be added to an area of representation if the area exceeds five (5) employees.

It is understood and agreed between the parties that it may be necessary to change the schedule for steward representation because of changes in production operations or conditions. Any such changes shall be negotiated between the Company and the Union.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE STEPS. For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this Agreement or a complaint in regard to working conditions within the plant or on Company premises. The grievance procedure shall be as follows:

A. STEP ONE. The employee, or a representative of a group of employees, or the steward of the department, or both, shall take the grievance up with the supervisor of the department. If it cannot be settled verbally, it shall be presented in writing to the employee's supervisor within three (3) working days after the event giving rise to the grievance, or three (3) working days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later.

When the grievance is reduced to writing in step one, step two, and step three, there should be set forth in the space provided in the grievance all of the following:

- (a) A statement of the grievance and the facts upon which it is based including all relevant dates and times.
- (b) The section or sections of this Agreement claimed to have been violated.
- (c) The specific remedy or correction requested.
- (d) The signature of the aggrieved person(s) and/or Union Representative.

A management response to a grievance should include a statement of the supervisor's position.

The supervisor shall give his decision in writing within three (3) working days after the step one grievance is received.

B. STEP TWO. In the event the grievance is not settled with the department supervisor, the steward and a member of the Bargaining Committee shall present said grievance to the department manager in writing.

A second stop written grievance shall be presented within three (3) working days following the supervisor's decision. The department manager shall give his decision in writing within three (3) working days after receiving the stop two grievance in writing.

C.

STEP THREE. In the event the grievance is not settled with the department manager, it will be referred to the Human Resources Manager in writing within three (3) working days following the department manager's decision. The Human Resources Manager will place the grievance on the agenda for discussion between the Bargaining Committee, the V.P. of Operations and himself at the next regularly scheduled Union-Management meeting, unless the issue is tabled by mutual written agreement. The International Representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the grievance procedure.

Union-Management meetings shall be scheduled on the second Thursday of each month at 10:00 a.m., providing there are third step grievances to consider and the grievances listed on the agenda have been presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Should no grievances exist, the Company and the Union agree to continue the regularly scheduled Union-Management meetings.

Within ten (10) working days after the Union-Management meeting, the Human Resources Manager shall provide a written third step management response to each grievance listed on the agenda from the preceding meeting. The third step management response shall be final and binding on the employee, the Union and Company unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in this Article of the Agreement.

When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced in writing, signed by both parties, and copies furnished to both parties.

D.

ARBITRATION. If the grievance is not resolved as provided in subsection C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the receipt of the final written decision of the Company. Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety, may be appealed to arbitration.

Selection of the arbitrator shall be done by the local Management and the Union jointly petitioning the Federal Mediation and Conciliation Service for a panel of five (5) names from which the Union and the Company shall alternately strike one name from such panel until one remains. Such remaining person shall act as the arbitrator.



The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 East Jefferson Avenue, Detroit, Michigan. The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances, and he may modify penalties assessed by the Management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

**E. TIME LIMITS.** It is understood that time limits established between steps of the grievance procedure may be extended by mutual written agreement.

In the event the Union fails to either request an extension of the time limits or appeal a grievance to the next step within the time limits established in this Article of the Agreement, the grievance will be considered resolved on the basis of the Company's last answer in the preceding step of the grievance procedure.

Failure of the Company to either request an extension of grievance procedure time limits or to respond to a grievance within the time limits established in this Article of the Agreement will cause the remedy requested in the grievance to be granted.

A remedy granted as a consequence of a management time limit violation will be limited to making whole the grievant for loss of wages, fringe benefits, and seniority directly resulting from the alleged violation of this Agreement as limited by paragraph F below.

**F. RETROACTIVITY.** Any claims, including claims for back wages by an employee covered by this agreement, or by the Union against the Company, shall not be valid for any period prior to the date the grievance was first filed. In any case, the claims shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

**SECTION 2. PAY FOR UNION TIME.** Members of the Union Bargaining Committee and stewards will be paid for time spent in grievance settlement, provided, in the opinion of Management, the privilege is not abused.

Time spent in meetings with Management on grievances outside the employee's regular eight (8) hour shift will be paid for by the Company only if the Company requests that the meeting be continued beyond the employee's regular quitting time.

In the event that a shop committee person assigned to a shift other than days and is scheduled to attend a meeting with Management during day shift working hours within the regular work week, he will be paid at his regularly scheduled shift rate and his plant work schedule for that day may be reduced by the amount of time spent in the meeting with Management.

Union Bargaining Committee members will be paid by the Company for regular work time missed during the normal work week as a result of labor agreement negotiations with Management, and overtime hours will be paid in accordance with Article XI, Section 1 (G) hereina.

The rate of pay for Union representatives while settling grievances and while meeting with Management will be their hourly rate.

**SECTION 3. PERMISSION FOR UNION TIME.** No Union representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his supervisor. Any Union representative authorized to function in a department in which he is not employed must notify his own supervisor before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union representative(s) designated to handle grievances in the appropriate step of this procedure.

**SECTION 4. PAY RATE, PRODUCTION STANDARD AND HEALTH AND SAFETY DISPUTES.** Any dispute concerning a rate or production standard which cannot be settled with the supervisor or the superintendent shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company. The Company will promptly investigate and attempt to resolve such dispute. If the Union requests that an industrial engineer or time study person from the International Union be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company industrial engineer. It is expressly understood that pay rates and production standards may be set at the exclusive discretion of

the Company, and disputes over these issues are not subject to and are specifically excluded from the grievance and arbitration provisions of this Agreement. The same procedure will be followed at the Union's request by the International Compensation and Safety Department representative in disputes involving health and safety.

SECTION 5. OFF-SHIFT PLANT ENTRY. When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the President or his alternate in case of the President's absence, shall sign in with the plant guard or plant supervisor and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the President, or his alternate in case of the President's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first receiving permission from the supervisor, which permission will not be unreasonably withheld.

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#### ARTICLE VII - STRIKES AND LOCKOUTS

The Company agrees that during the term of this Agreement there shall be no lockouts until all of the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule, until after negotiations have continued for three (3) days, and not even then unless authorized by the International Union, UAW. It is understood that the above prohibition will be applicable to strikes or work stoppages in support of, or in sympathy with, strikes or work stoppages by any other local union or labor organization at this or in any other location.

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#### ARTICLE VIII - DISCIPLINE AND DISCHARGE

**SECTION 1. GENERAL.** It is mutually agreed that the Company may adopt and publish rules of conduct for all employees, governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this Agreement.

**SECTION 2. RULE VIOLATION PENALTIES.** Any employee of the Company who violates the published rules of conduct or other reasonable published requirements of the Company shall be subject to disciplinary action by the Company up to and including discharge.

**SECTION 3. DISCIPLINE PENALTY LIMIT.** It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months.

**SECTION 4. DISCIPLINARY HEARINGS.** An employee who is removed from his work or called to an office for an interview regarding unsatisfactory work or conduct or for violation of shop rules shall be represented by his steward or committeeman. The employee will be informed of his right to such representation. The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee will be suspended from work in the event violation of a plant rule warrants consideration of discharge. Imposition of the discharge penalty or of any lesser penalty Management may subsequently decide to impose will be delayed for five (5) working days, during which time two Committee members and the employee may meet with a member of management to present the employee's case, provided the Union requests such meeting promptly subsequent to notification of the suspension.

**SECTION 5. DISCIPLINARY PROTESTS.** In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the grievance procedure as outlined in Article VI hereof.

**SECTION 6. DISABILITY PLACEMENT OPTION.** A seniority employee physically unable to fulfill the requirements of his job shall not be subject to discharge until after he has had a reasonable chance to qualify for other available work in the same department or plant. This provision shall not be construed as a guarantee of alternate or light duty employment if any employee is physically incapable of performing his job in a manner acceptable to the Company.

**SECTION 7. ABSENTEEISM AND TARDINESS.** Upon accumulating a total of four (4) points for unexcused absence and/or tardiness in a six (6) month period, employees will be issued a written warning. On the fifth (5th) point, employees will be counseled and issued a final written warning of impending discharge, and on the sixth (6th) point, the employee may be discharged.

Excused absences due to illness will not be counted, provided the employee has a good attendance record overall and provided further that the employee has not been granted excessive time off because of illness.

Absence due to serious illness or injury or death in the immediate family will not be counted if acceptable proof is presented.

Employees who receive two (2) or less points in any six month period will not be issued any notices or warnings regarding their attendance. Employees will first receive written notification of attendance policy violations after accumulating more than two (2) points, and record of the employee's status under this Section will be maintained in the personnel office.

A point issued for an attendance violation remains active in the employee's attendance record and is counted toward an employee's point total for a period of six working months after the date on which the point is issued.

For the purpose of arriving at the number of points for unexcused absence and/or tardiness, as referred to above, each day of unexcused absence or tardiness of more than two (2) hours will be counted as one (1) point, each unexcused tardiness of less than one-half (1/2) hour will be counted as one-quarter (1/4) point, and each unexcused tardiness of one-half (1/2) hour to two (2) hours will be counted as one-half (1/2) point.

Upon advance application to the supervisor, an employee may be given an excused absence if he presents an acceptable reason. Such requests will be approved or disapproved by the supervisor as soon as possible, but in no case later than the end of the shift on which the request was made.

## ARTICLE IX - SENIORITY

SECTION 1. PROBATIONARY PERIOD. All new employees will serve a continuous ninety (90) day probationary period without acquiring seniority after which, if the Company, at its sole discretion, determines that their work has been satisfactory, their seniority shall be considered as beginning with the first day of their most recent continuous service. During their probationary period, employees will not come under this Agreement except as specifically provided. It is recognized that the probationary period is a part of the Company's selection process and that transfer, reassignment or retention of any employee during the probationary period shall be at the sole discretion of the Company. Those persons who have worked at least forty-five (45) days and who are rehired within four (4) weeks after a break in service during their probationary period will receive credit toward fulfilling their probationary period requirement equal to the number of consecutive work days worked without interruption prior to the break in service. There shall be no seniority among probationary employees, and they may be laid off, disciplined, discharged or otherwise terminated at the sole discretion of the Company and without recourse to any provisions of the Agreement.

SECTION 2. SENIORITY DEFINITIONS AND APPLICATION. Each employee covered by this Agreement shall have plant seniority and home department seniority. Home department seniority will apply to the classification into which an employee is hired or into which he is transferred or transfers, or into which he bumps. When the qualification periods listed herein are met, both shall be equal to the total length of service with the Company for all non-skilled trades classifications. Home department seniority in the Skilled Trades will be based upon data of entry into the Skilled Trades classification.

Plant seniority is defined as the length of time of continuous service of an employee with the Company. For purposes of this Agreement, continuous service is defined as uninterrupted employment not affected by a break or loss of seniority as specified in this Article IX, Section 11.

Simultaneously with the signing of this Agreement, the Company and the Union have agreed upon a seniority list containing the names of all the employees within the bargaining unit covered by this Agreement, and such list contains the name of each employee and the date from which his length of service shall be determined. This list, by reference, shall be an integral part of this Agreement. The seniority list will be amended and posted every six (6) months and a copy of the seniority list will be given to the Union.

SECTION 3. SENIORITY GROUPS. All employees will establish plant-wide and departmental seniority in a classification within one of the following seniority groups:

- A. Group 1 - Extrusion/Production Operator (non-posted), Die Service Person, Metal Finisher, Truck Driver, Receiving Clerk, and Jan Operator;
- B. Group 2 - Fab Set-Up Man, Floor Inspector, Extrusion Press Operator/Utility, Extrusion Crew Leader, Fab Call Leader (set-up), Robotic/WIG Welder, and CNC Programmer/Operator;
- C. Group 3 - Die Technician, Sample Maker, Tool and Die Maker, Tool Keeper, CNC Operator/Programmer, Millwright, and Electrician.

SECTION 4. WORK FORCE INCREASES. The procedure reflected within this Section will be followed when new bargaining unit jobs or vacancies occur.

### A. INCREASES IN NON-POSTED GROUP 1 CLASSIFICATIONS.

- 1) Home Department Recall - If a non-posted Group 1 classification becomes vacant, the most senior active payroll employee that had worked in the department prior to being laid-off to a another department will be recalled. An employee that has transferred, or bid and been selected for a new classification, will not be recalled to his immediately preceding home department. In all other situations an employee must accept recall to his home department.
- 2) Transfers - If the vacancy can not be filled through a Home Department recall, then the most senior employee that has applied for a transfer to the department wherein the vacancy exists will be awarded the opening provided that the employee has not failed to perform similar work on a previous occasion.
- 3) Street Recall - If the vacancy can not be filled through home department recall or transfer, then the most senior employees on lay-off to the street will be recalled unless the employee is on voluntary lay-off.
- 4) New Hire - If the vacancy can not be filled through home department recall, transfer, street recall, or by recalling employees from voluntary lay-off, then the company may fill the classification by hiring a new employee.

A recall or bump into the non-posted Group 1 Extrusion Operator classification will take place at a rate of one (1) recall or bump every four (4) workweeks during which time an employee may not exercise shift preference. The Company, at its sole discretion, may elect to increase the non-posted Group 1 Extrusion Operator classification at a rate faster than defined

above when appropriate; however, in no circumstances may the Company take longer than four (4) workweeks from the date on which the last employee was recalled or bumped into the classification before recalling the next most senior employee.

#### B. INCREASES IN POSTED GROUP 1 CLASSIFICATIONS:

- 1) Home Department Recall - If a posted Group 1 payroll employee becomes vacant, the most senior active payroll employee that (1) is working in the department where the vacancy exists and (2) held the classification prior to lay-off, will be recalled. An employee that has transferred, or bid and been selected for a new classification, will not be recalled to his immediately preceding home department, in all other situations an employee must accept recall to his home department.
- 2) Department Posting - If a posted Group 1 classification can not be filled through home department recall, then employees of the department wherein the opening exists will be afforded the first opportunity to fill an open classification. A notice of opening and the required qualifications will be posted on the bulletin board of the department for two (2) working days. Employees shall be considered for the classification on the basis of department seniority. The most senior bidder will not be awarded a posted classification if he has failed to satisfactorily perform the duties of the posted classification on a previous occasion or if he is not qualified to perform the duties of the posted classification. Qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.
- 3) Transfers - If the vacancy can not be filled through a home department recall or department posting, then the most senior employee that has applied for a transfer to the department wherein the vacancy exists will be awarded the opening provided that the employee has not failed to perform similar work on a previous occasion and that he is qualified to perform the duties of the posted classification.
- 4) Plant-wide Posting - If an opening can not be filled through home department recall, department posting, or transfer, then the classification and qualifications shall be posted plant-wide for a period of two (2) working days. Employees shall be considered for the classification on the basis of bargaining unit seniority. The most senior bidder will not be awarded a posted classification if he has failed to satisfactorily perform the duties of the posted classification on a previous occasion or if he is not qualified to perform the duties of the posted classification. Qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

- 5) Street Recall - If the vacancy can not be filled through home department recall, department posting, transfer, or plant-wide posting then the most senior employee on lay-off to the street will be recalled provided that the employee is qualified to perform the requirements of the classification. Recalled employees must accept the first open classification unless they are on voluntary lay-off.
  - 6) New Hire - If the vacancy can not be filled through home department recall, department posting, transfer, plant-wide posting or street recall, then the company may fill the classification by hiring a new employee.
- A recall or bump into the posted Group 1 Metal Finisher classification will take place at a rate of one (1) recall or bump per shift every four (4) workweeks during which time an employee may not exercise shift preference. The Company, at its sole discretion, may elect to increase the posted Group 1 Metal Finisher classification at a rate faster than defined above when appropriate; however, in no circumstances may the Company take longer than four (4) workweeks from the date on which the last employee was recalled or bumped into the classification before recalling the next most senior employee.

#### C. INCREASES IN GROUP 2 CLASSIFICATIONS:

- 1) Home Department and Street Recall - If a Group 2 classification becomes vacant, the most senior active payroll employee that held the classification prior to being laid-off to another classification or the street will be recalled. An employee that has transferred, or bid and been selected for a new classification, will not be recalled to his immediately preceding home department unless the employee is being recalled to a higher classification. In all other situations an employee must accept recall to his home department.
- 2) Department Posting - If a Group 2 classification can not be filled through home department or street recall, then employees of the department wherein the opening exists will be afforded the first opportunity to fill an open classification. A notice of opening and the required qualifications will be posted on the bulletin board of the department for two (2) working days. The Company will award the classification to the most qualified employee bidding on the classification unless two (2) or more bidders are equally qualified in which case the Company will award the classification to the most senior bidder.
- 3) Plant-wide Posting - If a Group 2 classification can not be filled through home department recall, street recall, or department posting then classification shall be posted plant-wide. A notice of opening and the required qualifications will be posted on the bulletin board of the department for two (2) working days. The Company will award the opening to the most qualified employee bidding on the

classification unless two (2) or more bidders are equally qualified in which case the Company will award the opening to the most senior bidder.

4) Trainee Posting - If the Company can not fill the classification through home department recall, street recall, department posting or plant-wide posting, then the classification shall be posted plant-wide as a trainee classification, setting forth the qualifications necessary to train for the classification and the time within the trainee will be considered qualified.

5) New Hire - If the Company can not fill the classification through home department recall, street recall, department posting, plant-wide posting, or by trainee posting then the Company may fill the classification by hiring a new employee.

C. INCREASES IN GROUP 3 CLASSIFICATIONS. Increases in a Group 3 classification will be in accordance with Article XVII of this Agreement.

WORK FORCE INCREASES -- SENIORITY ORDER			
NON-POSTED GROUP 1	GROUP 1	GROUP 2	GROUP 3
1 Home department recall from within the plant.	1 Home department recall from within department.	1 Home department recall from within department, plant, or street.	See Stilled Trades Supplement.
2 Transfer requests.	2 Department posting.	2 Department posting.	
3 Street recall.	3 Transfer requests.	3 Plantwide posting.	
4 New hire.	4 plantwide posting.	4 trainee posting.	
	5 Street recall.	5 New Hire.	
	6 New hire.		

D. POSTING AND BIDDING RESTRICTIONS.

An employee who is awarded an opening in a Group 2 classification must complete a six (6) calendar month training period, which time period will also be required before the employee establishes plant seniority in his new classification, and the employee cannot bid out of the department for one (1) year. Shift preference may be exercised after three (3) calendar months in the new classification.

X. CREATION OF PRODUCTION CRIES. It is recognized by the parties that in the interest of quality and productivity, the Company may organize its work force into production cells within the fabrication or extrusion operations, which will be established as follows:

a. When the Company establishes a fabrication or extrusion cell, the jobs within that cell will be posted for bid in the departments in which the opening exists for two (2) days. Employees shall be considered for the job on the basis of seniority, provided they are physically qualified to perform the duties of the posted job.

b. The Company maintains the right of assignment within each production group cell, and jobs within each production cell will not be assigned on the basis of seniority.

c. In the event that an insufficient number of qualified employees apply for the positions within the production cell, the Company will fill the remaining positions by assigning the most junior employee in the classification needed.

d. An employee awarded a classification within a cell to which he has bid or transferred will be considered ineligible to bid or transfer again for a period of one (1) year unless a new cell or classification is created. In the event an employee is awarded a classification opening and within thirty (30) working days on such job is not able to meet the average requirements of that classification, the employee shall be returned to his former classification and rate provided such work is available.

SECTION 5. REDUCTION IN FORCE AND/OR DISPLACEMENT. When the Company schedules a reduction in force, other than a temporary reduction as defined in Section 9 herein, positions shall be reduced in the following manner:

A. Probationary employees shall be laid off first.

B. (1) Employees Group 1 who are not in a posted production cell or classification will be laid off in accordance with their plant seniority, providing the remaining seniority

employees are qualified to perform the available work. Employees laid off within the Group 1 classification will have their seniority checked on a plant-wide basis, laying off the least senior employee progressively to the most senior employee in accordance with the seniority list.

(2) Employees who are reduced from a posted group 1 position will return to a non-posted Group 1 classification based upon seniority. They may not exercise seniority rights to bump into another posted Group 1 classification outside the one from which they have been reduced, unless,

In the event of a layoff in which an employee within a Group 1 classification is reduced from that group and does not have sufficient plant seniority to remain within the plant in accordance with the above provisions, but does have sufficient plant seniority to bump a less senior employee in another posted Group 1 classification; the employee may bump the less senior employee, provided the employee is qualified to perform the job duties of the bumped employee.

C. Employees in Group 2 may be retained in their classification out of line with their plant-wide seniority. When a reduction is necessary in Group 2, the junior seniority employee in the classification will be laid off first progressively to the senior in accordance with the seniority list, provided only that the remaining seniority employees are qualified to perform the available work.

An employee that had previously held a Group 2 classification may bump into his former Group 2 classification to avoid a lay-off to the street. The employee must be able to perform the requirements of the classification.

D. When reductions in force are necessary in Group 3, they will be laid off in accordance with the Skilled Trades Supplementary Agreement which is part of this Agreement.

E. A senior employee in a classification and department being reduced in conjunction with a plant layoff may volunteer for layoff by making his written request known to the Human Resources Department by the Wednesday prior to the day the layoff is to take effect. A senior employee who elects voluntary layoff will be laid off for a minimum period of ninety (90) calendar days unless recalled through the normal recall procedures. Recalls prior to the ninety (90) day period will be in junior-to-senior employee order. When the senior employee who has exercised his voluntary layoff right returns to his classification, he must bump the junior employee in that classification; his return cannot trigger another voluntary layoff by any employee within that

classification or department. An employee electing to end his voluntary layoff status must give the Company at least five working days notice prior to his return to work. Employees returning from voluntary lay-off shall resume work on Mondays only..

SECTION 6. TEMPORARY TRANSFERS NOT RESULTING FROM THE LAYOFF PROCEDURE.

A. An employee may be temporarily transferred from one department and/or classification on a shift to another by the Company at its discretion to alleviate problems of absenteeism, lack of work, leave of absence, injury, or other temporary conditions. An employee who is transferred in accordance with this Section shall receive his current rate, or the rate of the job to which he is transferred, whichever is higher. An employee will not be transferred under the provisions of this Section for a period exceeding five (5) working days on any one transfer, except that for leave of absence and vacation replacement purposes, such transfer will not exceed thirty (30) calendar days, unless otherwise mutually agreed. In the case of a transfer as a result of an authorized leave of absence or vacation replacement, the Company will establish from which department and job classification employees may be spared, and select the most junior employee in that department for transfer.

B. A temporarily transferred employee may not bid or exercise shift preference in the department in which he is temporarily transferred; however, a temporarily transferred employee may initiate interdepartment transfer requests from his home department. The temporary transfer procedure is not intended to replace the normal job-posting procedure as outlined herein, and is to be used only to ensure the efficient operation of the plant as set forth in paragraph A.

SECTION 7. PREFERENTIAL SENIORITY. All persons elected or appointed to hold local Union positions must be employees of the Company, the President and members of the Bargaining Committee of the Union shall head the seniority list during their terms of office, but shall be returned to their original standing upon termination of their service on said committee or in said office. The President or members of the Bargaining Committee shall be assigned to the number 1 (day) shift, except the "night committee person" who shall be assigned to the number 2 (afternoon) shift (except during negotiations when he or she shall be assigned to the number 1 (day) shift), during their terms of office, but such Union officers shall be assigned to a shift according to their seniority upon expiration of their terms of office. Stewards shall head the seniority list in their respective departments or areas of representation during their term of office. The local officers, committee persons, and stewards shall in the event of a

layoff be continued at work as long as there is a job in their respective departments or areas of representation which they are able to do without training seniority under this Section will apply to layoff and recall only.

SECTION 8. EXCLUDED EMPLOYEES. The appointment or selection of employees for supervisory positions or any other position not subject to the provisions of this Agreement is not governed by this Agreement. Present supervisory employees will retain the seniority held in the bargaining unit as of November 8, 1990. A seniority employee promoted to a position outside of the bargaining unit after November 8, 1990 shall retain the seniority held at the time of such transfer and shall accumulate seniority while working in such position for a period not to exceed six (6) months. The Company may exercise the option to return the employee to the bargaining unit during this six (6) month period. For any employee appointed or selected to a supervisory position after November 8, 1990, then failure to exercise this option will result in termination of bargaining unit seniority; any employee appointed or selected to a supervisory position prior to November 8, 1990 shall retain his bargaining unit seniority, and will not be subject to termination of his bargaining unit seniority unless he returns to the bargaining unit and is later appointed to a supervisory position, in which case the termination of seniority provisions of this Section will apply.

SECTION 9. TEMPORARY LAYOFFS. If the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected department and shift will be given preference for available work, and the least-senior employees of the affected department and shift will be laid off, providing senior employees are able to perform required work. Temporarily laid off employees will not be privileged to bump.

SECTION 10. RECALL NOTIFICATION. Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail; return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 11-B of this Article shall be considered to have voluntarily quit.

Employees shall notify the Company of their proper post office address or change of address and no consideration shall be given an employee who fails to receive notice because of failure to comply with this provision. The Company shall give the employee a receipt of notification. The Company shall be entitled to rely upon the address shown upon its records.

SECTION 11. SENIORITY BREAKOFF. Seniority is broken under the following conditions:



- A. When an employee quits.
- B. When an employee is discharged.
- C. Being laid off the Company payroll continuously for a period as follows:
1. One (1) year for seniority employees with less than one (1) year's seniority at the time of layoff.
  2. For a period of time equal to the length of seniority at the time of layoff, up to a maximum of two (2) years for employees with one (1) to two (2) years' seniority.
  3. For employees with more than two (2) years' seniority may obtain protection for an additional year (making a total maximum of three (3) years from date of layoff) by indicating to the Company in writing that it is their intention to return to work when recalled. Such notice must be given to the Company and the Union by registered mail fifteen (15) days following the two (2) continuous years of layoff referred to above.
- D. Failure to notify the Company of intention to return to work within three (3) days after receiving notice sent by the Company through certified mail, return receipt requested, and failure to return within three (3) days from receipt of notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is notified in writing by a physician, and provided further that such employee upon his recovery shall immediately report to the Company for work, provided work is still available. The Chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been received. In the event that the United States Postal Service returns such notice as undeliverable at the address last reported by the employee to the Company, as per this contract's Article XVI, Section 10, his seniority will be terminated.
- E. Failure to come to work for three (3) consecutive days without properly notifying the Company and giving reasons acceptable to the Company for such absence. Such employee shall conclusively be presumed to be a voluntary quit.
- F. When an employee retires.
- G. Failure to report for work within ninety (90) calendar days after receiving a military discharge, provided, however, that discharged servicemen on medical leave of absence shall not be subject to the provisions of this subsection.

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- H. Failure to report for work upon the expiration of a leave of absence without giving a reason acceptable to the Company.
- I. If the employee has made a redemption settlement under the Workers' Compensation Act.
- J. If an employee fails to report to work at the beginning of his regularly scheduled shift on the first regular work day after a disciplinary layoff unless a satisfactory reason, acceptable to the Company, is given for failing to timely report.

SECTION 12. SENIORITY LISTS AND UNION OFFICER LISTS. The Company will furnish to each member of the Bargaining Committee and stewards a complete plant seniority list each six (6) months. Copies will be posted on the bulletin boards. The Company will maintain the Human Resource Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration, be listed as follows:  
Day shift employee ranks first, afternoon shift employee ranks second, and midnight shift employees will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list.

The Company will furnish to the Union each month a list of additions or deletions.

The recording secretary of the Union will provide the Company with an up-to-date written list of committeepersons, officers, and stewards each six (6) months and/or whenever there are changes.

SECTION 13. SHIFT PREFERENCE. Twice each year, employees having departmental seniority may make application for transfer to another shift in the same classification and department as they are working in at the time of application. Such applications will be made in writing to the Human Resource Department. No further changes will be made unless an opening in the same classification and department should occur on another shift during such period. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. An employee may not exercise shift preference against an employee filling a temporary vacancy or during the probationary period of any employee. It is recognized that where necessary an experienced employee shall be assigned an off-shift for the time required to train a new employee.

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When an employee is able to exercise shift preference under this section, he will be transferred as soon as possible, but in any event, if the employee has completed and filed his application by Wednesday, his transfer will be effective the following Monday. If his application is not completed and filed by Wednesday, then he will be transferred the second Monday after filing.

SECTION 14. DISABILITY PLACEMENT. When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of employment, he shall not lose seniority and shall be returned to work in accordance with his seniority pursuant to Article X of this Agreement as nearly as may be practicable, as if he had not suffered such disability, provided he returns to work within five (5) years or a period of time equal to his seniority, whichever is less, and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform.

# ARTICLE X - LEAVES OF ABSENCE

SECTION 1. FAMILY AND MEDICAL LEAVE ACT ("FMLA"). An employee is eligible for a FMLA leave if he/she has been employed by the Company for at least twelve (12) months and at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

- A. An eligible employee, upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:
  1. for the birth of a son or daughter of the member and to care for such child;
  2. for the placement of a child with the member for adoption or foster care;
  3. to care for a spouse, child or parent of the member if the former has a serious health condition; or
  4. because of a serious health condition of the employee, which renders him/her unable to perform the functions of the employee's position.
- B. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.
- C. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the Company to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- D. During the period of a FMLA leave, the Company shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the member had continued in employment for the duration of the leave. The Company

shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the member to leave under paragraphs A.3. and A.4. above, or other circumstances beyond the member's control. In this situation, the Company may require certification of inability to return to work as specified and allowed by the FMLA.

E. If the requested leave is for the birth of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust any available vacation leave.

F. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth month (of the twelve (12) month period for the date of birth or placement) is entitled to only four (4) workweeks of unpaid leave.

G. Spouses, both of whom are employed by the Company are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the member's own serious health condition.

H. An eligible employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, the Human Resources Manager, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

I. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for herself/himself, his/her spouse, child or parent, should notify, in writing, the Human Resources Manager as early as possible so that the absence can be scheduled at a time least disruptive to the company's operations. Such member must also give at least thirty (30) calendar days written notice, unless impractical in which case the employee must provide as much written notice as circumstances permit.

J. If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Company in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.

K. If the requested leave is because of a serious health condition of the employee which renders her/his unable to perform the functions of the employee's position, the employee may be required to file with the Company the physician's or health care provider's statement as allowed by the FMLA.

L. Leaves taken under paragraphs A.1. or A.2. above shall not be taken intermittently unless the Company and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, leaves taken under paragraphs A.3. or A.4. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Company may require the member to transfer temporarily to an available alternative position offered by the Company for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

M. An employee on an approved FMLA leave under this Article must report to the Human Resources Manager every four (4) workweeks regarding her/his status and intent to return to work upon conclusion of the leave.

N. In any case in which the Company has reason to doubt the validity of the health care provider's statement or certification for leave taken under paragraphs A.3. or A.4. above, the company may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

N. The provisions of the Article are intended to comply with the Family and Medical Leave Act of 1993, any terms used from the FMLA will be defined in the Act. No to the extent that this Article is ambiguous or contradicts the Act, the language of the Act will prevail. Except as expressly provided in this Article, these FMLA provisions do not impair any rights granted under other provisions of this Agreement.

O. A Union committee/person will be notified if the Company denies a FMLA leave request.

SECTION 2. PERSONAL LEAVES. A personal leave of absence may be granted at the discretion of the Company to any employee, with at least six (6) months' seniority. The total duration of a personal leave of absence shall not exceed two (2) months during the twelve (12) month period following the date on which the leave commences.

A personal leave of absence, other than vacation, is defined as unpaid time away from the job in excess of ten (10) working days. A leave of absence for a maximum of ten (10) working days shall be processed informally by the employee's department manager; however, approval for an informal personal leave shall be granted in writing (indicating the approved duration of such leave) and given to the employee.

A request for personal leave of absence in excess of ten (10) working days must be submitted in writing to the V.P. of Operations. The employee must state the reason he/she desires a leave on his/her application. It is agreed that leaves under this section are to be granted only under special circumstances. Should the V.P. of Operations approve a personal leave, the employee's date of return must be specified in writing at the time the leave commences and given to the employee.

Failure to return to work on the specified date may result in the termination of the employee's employment.

SECTION 3. OTHER WORK DURING LEAVE. An employee while on leave of absence accepting employment by others for compensation without permission of the Company shall be deemed to have voluntarily quit.

SECTION 4. UNION LEAVES. Employees elected or selected to perform union duties shall be granted leave of absence until such service shall end.

SECTION 5. EDUCATIONAL LEAVES. Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education may make application for leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the

Company and the Union following consideration of the applicant's length of service and type of schooling to be followed. Such a leave shall be continuous for a period not to exceed twelve (12) months. Additional leaves of absence may be granted at the option of Management.

SECTION 6. SENIORITY CONTINUATION DURING LEAVES. Seniority shall accumulate during authorized leaves of absence.

ARTICLE XI - RATES, HOURS, AND OVERTIME

SECTION 1. OVERTIME. For the purpose of computing overtime premium pay, unless otherwise provided herein, the regular working day is eight (8) hours and regular working week is forty (40) hours.

The working week shall be deemed to commence with the number three (3) shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends one hundred sixty eight hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week, unless otherwise provided herein, shall be compensated for as follows:

- A. DAILY. Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous twenty-four (24) hours and for all hours worked in excess of forty (40) hours per week. When hours are worked in excess of eight (8) in twenty-four (24) hours because of an employee-requested shift change, such hours will not be considered for overtime premium pay, unless those hours otherwise qualify for such premium pay.
- B. SATURDAY. Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.
- C. SUNDAY AND HOLIDAYS. Double time will be paid for work on Sundays and for work on the designated holidays.
- D. PYRAMIDING. There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.
- E. NOTICE. It is understood that overtime will be compulsory when notice is given. The Company agrees that for the purposes of this Section, an employee will be notified of overtime work the preceding day, and for work to be performed on Saturdays and holidays, the Company agrees to give nine (9) working hours' notice. The notice provisions in this paragraph will not be required in the event the Company is unable to provide notice due to acts of God or circumstances outside the Company's control (e.g., sabotage).
- F. OVERTIME WORK OPPORTUNITIES. When overtime is necessary, employees who are assigned to the classification shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them.

G.

EQUALIZATION OF OVERTIME. It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be performed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Company.

All employees overtime hours will be adjusted to zero (0) hours beginning January 1, 1994.

With the exception of the production groups described herein, a grouping of each classification, by department and shift, is referred to in these provisions as an "overtime equalization group." The Company shall make every reasonable effort to distribute overtime work among qualified employees within a particular classification and/or department as equally as practical.

The Company may organize its work force into production groups, which will work together when overtime is required. Each production group will constitute an overtime equalization group, and overtime within each group will not be balanced against any other group, including employees who are working in production helper classifications outside the posted production groups.

When an employee is given an overtime assignment, the employee shall be required to work the full scheduled number of hours. An employee shall not be required to work more than three (3) consecutive Saturdays.

When overtime opportunities are greater than the employees within an overtime equalization group, other employees qualified to perform the available work on the shift affected, will be requested to perform said overtime. In the event no qualified employee volunteers to perform the overtime work, the junior employee in the classification will be required to work.

An employee who is absent at the time he would have been offered an overtime assignment or who is unable to work the day the overtime is to be worked shall be charged on the overtime equalization list for any overtime for which he would otherwise be eligible. An employee who is given an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work. Overtime will be charged on the employee's overtime equalization group record by multiplying the actual numbers of hours offered or worked by the appropriate ratio of pay to be paid for such overtime (1 1/2 or 2 times). An overtime equalization record will be posted

in each department and will be updated on a weekly basis.

A probationary employee, recalled employee, reclassified employee or an employee assigned to another shift will be charged with the average accumulated overtime hours of the overtime equalization group at the time he enters the group. Upon being laid off, or reclassified, an employee shall have all overtime charges cancelled. Upon subsequent return to his equalization group, the employee will be charged with the highest accumulated overtime hours of that overtime equalization group. It is understood that employees from other overtime equalization groups shall be charged on their overtime equalization group records for work performed outside of their overtime equalization group.

K. UNION REPRESENTATION ON OVERTIME. When more than five (5) employees are scheduled to work overtime in a steward's department, the steward will be offered an opportunity to work, provided that he is qualified to do one of the jobs scheduled to be performed and actually performs that job during the overtime period. Stewards working on overtime pursuant to this paragraph may not handle or investigate or otherwise deal with any matter raised, before the overtime period begins, either in a formal grievance or otherwise.

L. UNION TIME AWAY FROM PLANT. No local union officer shall take time away from the plant for the purpose of conducting union business except with the permission of the personnel manager or his designated representative. Such permission shall be granted in the event the officer leaves the plant during his work shift to perform duties for the Union and the time so taken from his regular work shift shall, for the purpose of computing pension and vacation credits, be considered as time actually worked. In the event a Union officer leaves the plant with permission, and returns to the plant during overtime hours, the overtime premium will be paid only if the Union officer actually performs bargaining unit work in the classification in which he is employed.

J. UNION TIME IN CONTRACT NEGOTIATIONS. Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, vacation pay computations, and to satisfy the conditions for holiday pay if otherwise eligible.

In the event the Company requests members of the Bargaining Committee to participate in collective bargaining negotiations beyond their regularly scheduled shift, and if an overtime opportunity would otherwise have been available to the Bargaining Committee member and he indicates his availability to work the overtime, then he will be paid for and charged with the number of overtime hours missed as a result of collective bargaining negotiations. If overtime opportunities are available either before or after the commencement or conclusion of a regularly scheduled collective bargaining meeting with the Company, then the Committee member must work the overtime in order to receive the overtime pay.

SECTION 2. HOLIDAY PAY COMPUTATION. Employees will be paid eight (8) hours' pay at their regular straight-time hourly rate, exclusive of night shift and overtime premium for the holidays specified elsewhere in this contract, providing they meet all of the eligibility rules set forth in this contract.

#### SECTION 3. SHIFT DESIGNATION.

- A. An employee whose scheduled shift starts on or after 7:00 p.m., but before 5:00 a.m., shall be deemed to be working the number three (midnight) shift.
- B. An employee whose scheduled shift starts on or after 5:00 a.m., but before 10:30 a.m., shall be deemed to be working the number one (day) shift.
- C. An employee whose scheduled shift starts on or after 10:30 a.m., but before 7:00 p.m., shall be deemed to be working the number two (afternoon) shift.
- D. Notwithstanding any of the provisions contained in Article XI, the Company reserves the right to negotiate with the Union during the term of this contract to adjust shifts and employee work schedules to ensure efficient production and timely maintenance of plant and equipment at regular hourly rates of pay. The Union acknowledges that if accelerated production demands create excessive overtime or staffing problems the provisions in paragraphs A, B and C herein may require adjustment. If after negotiations, the Company implements a schedule not covered in this contract, the Union may utilize the grievance and arbitration procedure to challenge the newly implemented schedule.

SECTION 4. REPORT PAY. An employee permitted to report for work without having been notified that there will be no work will be given four (4) hours' work or four (4) hours' pay at his regular rate. This provision shall not apply when the lack of work is due to a labor dispute at this plant, fire, acts of God, utility failure, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be

no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

SECTION 5. CALL-BACK PAY. Any employee called back to work after he has left at the end of his scheduled shift will be given a minimum of four (4) hours' work in the plant or four (4) hours' pay at his regular hourly rate. An employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours' pay. This will not include persons continuing work into another shift beyond their regular working hours or persons who report to another shift or who report early to their shift at their request.

SECTION 6. PAYCHECKS. Under normal conditions, day shift employee paychecks will be distributed prior to the end of the regular shift on Thursday of each week; afternoon shift employee paychecks will be distributed prior to the lunch break on Thursday of each week; and midnight shift employee paychecks will be distributed prior to the lunch break on Friday of each week. However, any such employees who receive paychecks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said paychecks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

SECTION 7. SHIFT PREMIUM. A shift premium of twenty-three cents (\$.23) per hour will be paid to employees regularly working on the third (midnight) shift. A shift premium of eighteen cents (\$.18) per hour will be paid to employees regularly working on the second (afternoon) shift.

SECTION 8. WAGES.  
A. WAGE TABLE. Hourly pay rates by job classification during this contract's term shall be as follows:

Hourly Pay Rates Effective 11/9/93	Group	Rate
Extrusion Department		
Crew Leader	2	12.06
Press Operator/Utility	2	11.56
Extrusion Operator	1	11.14
Die Technician	3	12.53
Die Service	1	11.39
Fabrication Department		
Cell Leader	2	11.51 - 11.69
CNC Programmer/Operator	2	11.65
Robotic/Mig Weld	2	11.40
Metal Finisher <i>debuur</i>	1	11.25
Fab Setup	2	11.39
Sample Maker	3	11.97
Tool and Die	3	13.19
Toolkeeper	3	12.07
Production Operator	1	11.14
Shipping/Receiving Department		
Truck Driver	1	11.62
Warehouseman	1	11.27
Receiving	1	11.27
Production Operator	1	11.14
Quality Department		
CRM Operator	3	12.06
Lab Helper/Lab Operator	1	11.36
Floor Inspector <i>working 4 weeks a week</i>	2	11.45
Maintenance Department		
Millwright	3	13.03
Electrician	3	13.20
Janitor	1	10.69
Crew Leader	3	13.32

Group 3 Skilled Job Classifications	Wage Progression Steps (Effective 11/9/93)	
	Start rate	
Sample Motor	Start rate	11.72
	After 6 months	11.78
	After 1 year	11.84
	After 1.5 years	11.91
CMM Operator	After 2 years	11.97
	Start rate	11.86
	After 6 months	11.86
	After 1 year	11.93
Toolkeeper	After 1.5 years	11.99
	After 2 years	12.06
	Start rate	11.82
	After 6 months	11.88
Die Technician	After 1 year	11.94
	After 1.5 years	12.01
	After 2 years	12.07
	Start rate	12.29
Maintenance Department Electrician Trainees (other than Indentured Apprentices)	After 6 months	12.35
	After 1 year	12.41
	After 1.5 years	12.47
	After 2 years	12.53
	After 2,000 hours	12.72
	After 3,000 hours	12.80
	After 4,000 hours	12.87
	After 5,000 hours	12.96
	After 6,000 hours	13.05
	After 7,000 hours	13.13
	After 8,000 hours	13.20

Group 3 Skilled Job Classifications	Wage Progression Steps (Effective 11/9/93)	
	Start rate	
Maintenance Department Electrician Trainees (other than Indentured Apprentices)	Start rate	10.09
	After 6 months	10.53
	After 1 year	10.98
	After 1.5 years	11.42
	After 2 years	11.87
	Start rate	12.31
	After 6 months	12.76
	After 1 year	12.76
Maintenance Department Millwright Trainees (other than Indentured Apprentices)	After 1.5 years	12.76
	After 2 years	13.20
	Start rate	12.55
	After 6 months	12.63
	After 1 year	12.70
	After 1.5 years	12.79
	After 2 years	12.88
	Start rate	12.96
Maintenance Department Millwright Indentured Apprentices	After 6 months	13.03
	After 1,000 hours	9.92
	After 2,000 hours	10.36
	After 3,000 hours	10.81
	After 4,000 hours	11.25
	After 5,000 hours	11.70
	After 6,000 hours	12.14
	After 7,000 hours	12.59
	After 8,000 hours	12.59
	Approved by Joint Apprenticeship Committee	13.03



Group 3 Skilled Job Classifications	Wage Progression Steps (Effective 11/9/93)	
Tool and Die Trainers (other than Indentured Apprentices)	After 2,000 hours	12.65
	After 3,000 hours	12.75
	After 4,000 hours	12.86
	After 5,000 hours	12.95
	After 6,000 hours	13.03
	After 7,000 hours	13.12
	After 8,000 hours	13.19
Tool and Die Indentured Apprentices	1st 1,000 hours	10.02
	2nd 1,000 hours	10.47
	3rd 1,000 hours	10.93
	4th 1,000 hours	11.38
	5th 1,000 hours	11.83
	6th 1,000 hours	12.28
	7th 1,000 hours	12.74
	8th 1,000 hours	12.74
	Approved By Joint Apprenticeship Committee	13.19

#### B. WAGE ADMINISTRATION GUIDELINES.

1. An employee placed into a higher rated or lower rated classification shall receive the wage rate of the new job classification.  
An employee of a new job classification may be returned to his former job and seniority status at any time during his first forty-five (45) calendar days of employment in the new job classification if, in the supervisor's judgment, the employee has failed to show the ability necessary to continue in the new job classification.

SECTION 9. NEW PAY RATE. Rates for new job classifications as established by the Company shall be designated as temporary and the union notified thereof within five (5) days of the effective date of the newly established rate. The rate shall be considered

temporary for a period of one (1) month following the date of notification to the union. During this period, the union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the union to negotiate the rate within the one (1) month period or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the established rate for the job classification, which rate will not be subject to either the grievance procedure or arbitration.

SECTION 10. BEREAVEMENT PAY. When death occurs in an employee's family (i.e., spouse, parent or stepparent, parent or stepparent of a current spouse, child or stepchild, grandchild, brother, brother-in-law or sister-in-law, stepbrother or half-brother, sister, step-sister or half-sister, or grandparent of employee or spouse), the employee will be excused upon his written request for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death, provided he attends the funeral.

An otherwise eligible employee may elect to defer his bereavement leave to any time period within the first ten (10) consecutive days immediately following the date of death, providing he makes prior arrangements at the Company's Human Resource Department. Such deferment of bereavement leave time will not disqualify an otherwise eligible bereavement pay recipient as hereinbefore provided.

By notifying the Company in advance, an employee may extend a scheduled vacation absence by three (3) days in the event that a qualifying death occurs during his scheduled vacation absence; such extension will serve to qualify such employee for bereavement pay.

In the event a member of the employee's immediate family, as above defined, dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of three (3) normally scheduled working days, which includes the date of the funeral. In the event the body of a member of the employee's immediate family, as above defined, is not buried in Continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work which he is excused (excluding Saturdays,

Sundays and holidays, or in the case of employees working in necessary continuous seven (7) days operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays).

No employee shall be compensated under this section if he works

SECTION 11. JURY DUTY. An employee with one (1) or more year's seniority who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Company an amount equal to the difference between the amount of regular straight-time wages the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give his supervisor and the Human Resource Manager prior written notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

#### ARTICLE XIII - HOLIDAY PAY

SECTION 1. HOLIDAYS AND ELIGIBILITY. All hourly-rated employees shall receive holiday pay for Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and the Christmas holiday period, providing:

- A. The employee has seniority as of the date of the holiday.
- B. The employee would otherwise have been scheduled to work on such day if it had not been a holiday.
- C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday. Employees tardy on such last and next scheduled work days will lose their holiday pay if such tardiness exceeds one-half (1/2) hour during the employee's scheduled work hours for that day. Employees absent on such last scheduled work day and next scheduled work day for reasons of illness must furnish proof of illness acceptable to the Company's Human Resource Department indicating that the employee was physically incapable of working.

SECTION 2. HOLIDAY CELEBRATION DATES. The dates on which various holidays are celebrated during the period of this contract afford time off between the Christmas and the New Year's holidays. In the event an otherwise eligible employee is caused to work on a day subsequently designated as a holiday, he will be eligible for premium pay as prescribed by this contract; however, in the event an otherwise eligible employee is caused to work on a holiday subsequently designated to be celebrated on another date, he will be paid in accordance with pay policies established for work performed on any regular work day during any regular work week. The following list reflects those paid holidays which will be recognized by the new contract.

The periods between Christmas and New Year's Day shall be recognized as working time if required by customer demand.

SECTION 3. HOLIDAY PAY COMPUTATION. Holiday pay shall be for eight (8) hours at the eligible employee's straight time regular rate exclusive of shift differential or overtime.

#### SECTION 4. ELIGIBILITY MODIFICATIONS.

- A. Employees with seniority who have been laid off in a reduction of force during the work week prior to or during the week in which the holiday occurs will receive holiday pay.
- B. Employees with seniority who are absent from work during a regularly scheduled work week during which one (1) of the above mentioned holidays falls, due to approved leave of absence or sick leave commencing not more than one (1) week prior to or terminating not more than one (1) week after the week in which the holiday falls, shall receive holiday pay.
- C. When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.
- D. When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the full scheduled shift on the last preceding scheduled work day within the week in which that holiday falls. When a holiday falls on a Sunday, holiday pay will be given for the following day if that day is observed by the federal government as a holiday.
- E. An employee who works on a holiday will receive holiday pay if otherwise eligible under the holiday procedure and will also be paid double his normal straight-time earnings for such hours worked.
- F. Employees who have accepted holiday work assignments and failed to report for and perform such work shall not receive holiday pay.
- G. Employees who are eligible to receive holiday pay under this procedure and work part of a shift that falls within the holiday shall receive straight time for such work on a holiday.
- H. For each Christmas holiday period (i.e., the holidays scheduled between Christmas and New Year's each calendar year), an employee must work the last scheduled day prior to each holiday period and the next scheduled work day after each holiday period. Failure to work either the last

HOLIDAY CELEBRATION DATES			
1993 - 1994	1994 - 1995	1995 - 1996	
11/24/93 Thursday	11/24/94 Thursday	11/23/95 Thursday	
11/25/93 Friday	11/25/94 Friday	11/24/95 Friday	
12/24/93 Friday	12/23/94 Friday	12/25/95 Monday	
12/27/93 Monday	12/26/94 Monday	12/26/95 Tuesday	
12/30/93 Thursday	12/30/94 Friday	01/01/96 Monday	
12/31/93 Friday	01/02/95 Monday	01/02/96 Tuesday	
04/01/94 Friday	04/14/95 Friday	04/05/96 Friday	
05/30/94 Monday	05/29/95 Monday	05/27/96 Monday	
07/04/94 Monday	07/04/95 Tuesday	07/04/96 Thursday	
09/05/94 Monday	09/04/95 Monday	09/02/96 Monday	

# ARTICLE XIII - VACATION PROVISIONS

SECTION 1. VACATION TIME OFF. Each employee who, on January 1, has one (1) or more years of seniority, shall be entitled to vacation pay as provided in this Article's Section 2; and, if such employee has worked one thousand forty (1040) hours or more during the twelve (12) consecutive calendar months immediately preceding his date of hire, he shall be entitled to time off work in accordance with the following table.

Service on Qualifying Date	Time Off
One (1) to two (2) years' service	One (1) week off
Two (2) to eight (8) years' service	Two (2) weeks off
Eight (8) to fifteen (15) years' service	Three (3) weeks off
Fifteen (15) years' service and over	Four (4) weeks off

An employee who moves to a new length-of-service bracket on his anniversary hire date will be allowed vacation leave corresponding to the number of weeks for that particular year that his new bracket calls for. For example: An employee whose eighth (8th) anniversary hire date falls on September 1 is entitled to two (2) weeks' vacation time off prior to September 1. After September 1, he would be eligible for an additional one (1) week, for a total of three (3) weeks in that calendar year.

Requests for vacation time off must be made and approved by the Company at least four (4) weeks in advance, and the Company reserves the right to limit the number of leaves in any department at one time to ensure the continued efficient operation of the department.

Vacations will be allocated by seniority, except in those cases where such allocation would result in a shortage of experienced employees within the department, in which event the Company will retain the necessary employees to maintain the efficient operation of the department.

Time lost on account of industrial accidents or occupational disease, as well as time lost away from the plant by Union representatives on official Union business, shall be counted as time worked for the purpose of this section.

scheduled work day prior to or the next scheduled work day after each holiday period will disqualify the employee from holiday pay for the two (2) holidays immediately succeeding or immediately preceding such scheduled work day.

6. An employee who commences receiving pension benefits on January 1 and is otherwise eligible for Christmas holiday period pay up to and including December 31 of the previous year will receive such holiday pay.

7. Employees laid off during the period beginning two (2) weeks prior to the Christmas shutdown period and ending during the week following the Christmas shutdown period will be eligible for Christmas holiday period pay.

Vacation time unused in any calendar year shall be of no value, or credit in any other year, except for one (1) week, which may be banked.

#### SECTION 2. VACATION PAY.

A. Vacation pay will be computed in accordance with the following:

Seniority on December 31	% of All Earnings Except Vacation Pay During the Calendar Year
One (1) year but less than three (3) years	3.5%
Three (3) years but less than five (5) years	4.5%
Five (5) years but less than ten (10) years	6.0%
Ten (10) years but less than fifteen (15) years	7.0%
Fifteen (15) years but less than twenty (20) years	8.0%
Twenty (20) years or over	8.5%

B. Employees who quit or are discharged shall receive the percentage of their vacation bonus that is equal to the percentage of hours worked in the calendar year in which they quit or are discharged, provided they have accumulated one (1) or more years' seniority at the date of quitting or discharge.

C. Employees who retire under the terms of Article XIV of this Agreement will receive vacation bonus for the portion of the year during which they were active employees, but will not be entitled to any vacation bonus for any period after the date of retirement.

D. For each year during the life of this Agreement, the vacation bonus will be paid no later than the pay period immediately preceding February 15 in the year following the calendar year in which the vacation bonus was earned.

E. ONE-DAY VACATION. At the discretion of Management, vacation periods of one (1) day may be granted if requested at least three (3) days prior to the day being sought. Approval of the request for vacation time off shall not be unreasonably withheld; however, refusal to grant one-day vacation requests, which are at the sole discretion of Management, are not subject to the grievance and arbitration provisions of this Agreement.

# ARTICLE XIV - PENSION PLAN

SECTION 1. GENERAL. Although reflected in a separate document, the pension plan which was in effect during the life of the contract that expired on September 2, 1986, will continue as part of this labor agreement and will continue in effect during the new contract's life at Company expense. In addition, the improvements described in subsequent sections of this Article will be placed into effect on the dates indicated, at Company expense, and will be reflected in the pension plan's text.

SECTION 2. FUTURE RETIREES. The basic benefit level per month per year of credited service for otherwise eligible employees who retire under the pension plan's normal, early, disability, or vested deferred provisions on or about October 1, 1986, will be \$10.75 per month per year of credited service; \$11.50 per month per year of credited service on and after October 1, 1987; and \$12.25 per month per year of credited service on and after October 1, 1988. Applicable actuarial reduction formulas specified within the pension plan will continue in effect. The benefit level per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

SECTION 3. PAST RETIREES AND SURVIVING SPOUSES. On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested deferred, or disability features of the pension plan prior to October 1, 1978, will be increased fifty cents (\$.50) per month per year of credited service.

On and after October 1, 1978, the pension benefit of former employees, and surviving spouses of former employees, who retired under the normal, early, vested, deferred, or disability features of the pension plan prior to October 1, 1978, will be increased by fifty cents (\$.50) per month per year of credited service in effect at the time a vested employee's service terminates will continue to be the basis for determining the monthly benefit amount when he is eligible to receive such benefits.

## SECTION 4. OTHER PENSION PLAN CHANGES.

A. MILITARY CREDITED SERVICE. Pursuant to the Selective Service Act, an employee who left or leaves the Company's employ and who returned or returns to the Company's employ will be credited with pension plan credited service lost while serving in the military of the United States government; however, in no case will the reinstatement of such credits serve to afford more pension plan credited service than such employee would have earned as a full-time employee of the Company during the time he served in the military.

D. EARLY RETIREMENT AGE. An otherwise eligible employee may continue to retire at age fifty-five (55); however, the pension plan's early retirement reduction formula will apply to the applicable basic benefit level per month per year of credited service.

C. SURVIVOR'S OPTION ELIGIBILITY. The survivor's option feature will apply to an otherwise eligible employee, including a disability retiree, at age fifty-five (55).

D. PENSION BOARD MEMBER INSURANCE EXPENSE. Any insurance expense for Joint Pension Board members which the ERISA Law may require will be paid by the Company.

E. ERISA EFFECTS UPON PENSION PLAN. Any changes to the pension plan required by the ERISA Law will not reduce negotiated pension benefits.

F. PENSION BOOKLETS. Subsequent to including ERISA Law mandated changes in the pension plan, the complete plan text will be printed, reproduced in sufficient quantity, and distributed to all employees covered by this agreement.

G. Effective January 1, 1979, employees whose effective date of retirement is on or after January 1, 1979, and whose total years of credited service is thirty (30) or more, and whose age at date of retirement is at least fifty-five (55) years, but less than sixty-two (62), shall receive the basic benefit payable under the plan plus a supplemental benefit, the sum of which shall equal seven hundred fifty dollars (\$750.00) per month. Payment of the supplemental benefit to a retiree under this provision shall cease on the retiree's sixty-second (62nd) birthday.

H. Effective October 1, 1978, the surviving spouse benefit shall be increased from fifty-five percent (55%) to sixty percent (60%) for employees retiring on or after October 1, 1978.

I. Pension benefit improvements which become effective with the signing of this agreement shall be funded over a period of thirty (30) years or less.

J. Effective October 1, 1978, the Company will contribute eight dollars and twenty cents (\$8.20) per month toward the cost of Medicare coverage for eligible retirees and surviving spouses.

K. Upon receipt of a duly signed checkoff authorization, the Company agrees to withhold a maximum of one dollar (\$1.00) per month from the pension benefit of eligible retirees. Such monies are to be paid to the Local Union as monthly dues.

- L. All provisions of the present pension plan not modified above will remain as at present.

ARTICLE XV - INSURANCE

SECTION 1. GENERAL. Except as otherwise provided by and changed in this Agreement, life, accidental death and dismemberment, transition and bridge, weekly indemnity, and medical insurance coverages (i.e., hospitalization and surgical) for inactive payroll employees which were in effect during the life of the contract that expired on September 2, 1986, will continue in effect during the new agreement's life. Policies regarding eligibility for coverage and coverage effective dates which prevailed during the life of the contract that expired September 2, 1986, and which are unchanged by this article, will continue in effect during this labor agreement's life.

employees to co-pay five percent (5%) of monthly premium amount

# SUMMARY OF BENEFITS IN EFFECT NOVEMBER 9, 1993

## Benefits Benefit Amounts

Life insurance for active payroll employees \$ 23,000

Dependent insurance:

Spouse \$ 2,000

Dependent children between the ages of six (6) months and nineteen (19) years \$ 2,000

Dependent children between the ages of five (5) days and six (6) months \$ 500

Life insurance for pension plan retirees \$ 1,000

Accidental death and dismemberment insurance for active payroll employees \$ 46,000

## Survivor Income Benefit Insurance:

Transition (Twenty four (24) months) \$175/month

Bridge \$175/month

Weekly sickness and accident benefits for employees (Commencing the first day of an accident and the fourth day of a sickness for a maximum period of twenty six (26) weeks.) \$165/week

Medical insurance (employee and dependents):

Michigan Blue Cross/Blue Shield CWM 100/200, 80-20 plan (or equivalent alternate carrier coverage) with \$1000 stop loss after deductible is paid. PC/BS to pay reasonable and customary (R&C) charges;

SECTION 2. LIFE INSURANCE. Effective November 9, 1993, the insurance coverage for otherwise eligible active payroll employees will be increased from twenty thousand dollars (\$20,000) to twenty-three thousand dollars (\$23,000). Effective November 9, 1994, life insurance coverage for otherwise eligible active payroll employees will be increased from twenty-three thousand dollars (\$23,000) to twenty-six thousand dollars (\$26,000), and effective November 9, 1995 life insurance coverage for otherwise eligible active payroll employees will be increased from twenty-six thousand dollars (\$26,000) to thirty thousand dollars (\$30,000).

SECTION 3. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE. Effective November 9, 1993, accidental death and dismemberment insurance for otherwise eligible active payroll employees will be increased from twenty thousand dollars (\$20,000) to forty-six thousand dollars (\$46,000); effective November 9, 1994, accidental death and dismemberment insurance for otherwise eligible active payroll employees will be increased to fifty-two thousand dollars (\$52,000), and effective November 9, 1995, coverage will increase to sixty thousand dollars (\$60,000).



SECTION 5. WEEKLY SICKNESS AND ACCIDENT BENEFITS.

A. WEEKLY BENEFIT LEVEL IMPROVEMENTS. For new claims originating on and after November 9, 1991, the weekly benefit level will be increased from one hundred fifty-five dollars (\$155.00) to one hundred sixty-five dollars (\$165.00), which benefit will increase to one hundred seventy-five dollars (\$175.00) per week effective November 9, 1994 and to one hundred eighty-five dollars (\$185.00) per week effective November 9, 1995.

B. WEEKLY SICK AND ACCIDENT BENEFITS AND DISPUTED WORKMEN'S COMPENSATION CLAIMS. Weekly sickness and accident benefits will be payable to a Workmen's Compensation claimant whose disabling circumstances commence on and after October 1, 1978, as hereafter provided. Subject to the completion of a reimbursement agreement form provided by the Company, disability advances shall be paid to a claimant for weekly sickness and accident benefits who has alleged that the disabling circumstance is work-related when the Company does not voluntarily accept liability under existing Workmen's compensation laws, providing medical evidence of total and continuous disability satisfactory to the insurance carrier is submitted. Such payments will cease should the Company's insurance carrier subsequently determine that a claimant is not eligible for weekly sickness and accident benefits. In the event it is subsequently determined that weekly sickness and accident benefits remitted in this circumstance should not have been paid and/or should have been paid in a lesser amount, written notice shall be given to the claimant, and he shall repay the entire amount or the amount of overpayment to the insurance carrier. If the claimant fails to repay promptly, the insurance carrier shall recover the amount due and owing by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee under the group insurance program, or may cause the Company to make the appropriate deductions from future compensation payable by the Company to the claimant.

SECTION 6. MEDICAL INSURANCE.

A. COM 100/200, 80-20 PLAN. During the term of this Agreement, eligible employees and their dependents will be covered by the Michigan Blue Cross/Blue Shield COM 100/200, 80-20 plan (or equivalent alternate carrier coverage), with a \$1000 stop loss (after deductibles are met), BC/BS (or alternate) to reimburse eligible, covered employees for reasonable and customary charges (RCC) pursuant to BC/BS's (or alternate's) schedule of reimbursable payments. Employees shall co-pay 5% of the monthly premium, said co-pay amounts to be deducted from gross pay rather than net pay under Internal Revenue Code Section 125.

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SECTION 4. TRANSITION AND BRIDGE BENEFITS.

A. TRANSITION BENEFITS ELIGIBILITY. The transition benefit monthly payment will commence on the first day of the month following your death. This payment will continue for twenty four (24) months or until you are not survived by anyone who qualifies as an eligible survivor, whichever occurs first. The transition benefit will be paid in order of priority to:

1. Your widow or widower, if she or he was lawfully married to you for at least one (1) year immediately prior to your death.
2. Your unmarried child or children under twenty one (21) years of age at the time each monthly benefit became payable.
3. Your parent or parents for whom you provided at least fifty percent (50%) support during the calendar year preceding the year in which your death occurred or you became continuously disabled until death.

(Since more than one individual may qualify under 2 and 3, above, the monthly benefit will be divided equally among the survivors.)

B. BRIDGE BENEFIT ELIGIBILITY. The bridge benefit is payable to your widow or widower in the form of monthly income benefits and will begin on the first day of the month following receipt of the last transition benefit payment. Your spouse must have been at least forty eight (48) but under sixty (60) years of age at the time of your death, and not remarried at the time this benefit commences. Also, if your spouse receives Social Security benefits for your dependent children, the bridge benefit will not become payable until the Social Security benefits cease.

The bridge benefit will terminate when your spouse:

1. Remarries.
2. Attains age sixty-two (62) or any younger age at which full widow or widower's insurance benefits are payable under the Federal Social Security Act.
3. Ceases to qualify as an eligible survivor.
4. Dies.

D. TRANSITION AND BRIDGE DISABILITY BENEFIT. In case of total disability while insured, your survivor income benefit insurance will be continued without further cost for as long as you remain totally disabled, if:

1. The disability starts before your sixtieth (60th) birthday, and, in all probability, you will be unable to engage in any work for an extended period of time, and
2. At the time you become so disabled, you have an eligible survivor.

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- B. PRE - 11/08/90 RETIREE MEDICAL INSURANCE COVERAGE
- Those employees who retire prior to November 8, 1990, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement. This includes:
1. B-77 Program. Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield B-77 Program (or equivalent alternate carrier coverage), including the VAG-VSP-Reciprocity Rider. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
  2. Master Medical Program. Effective November 9, 1993, eligible past retirees (and their dependents) who have retired from active service under the Pension Plan will be covered by the Michigan Blue Cross/Blue Shield B-77 co-pay master medical program (or equivalent alternate carrier coverage). Deductibles under this plan shall be one hundred dollars (\$100.00) individuals and two hundred dollars (\$200.00) family. The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.
  3. Drug Coverage. Effective November 9, 1993, coverage for past retirees only under the previous contract's medical insurance program's two dollar (\$2.00) co-pay drug rider under the Pension Plan, will continue in force and to be fully paid by the Company.
  4. Medicare Co-payment. During the life of this Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of medicare coverage for eligible past retirees and surviving spouses.
  5. Premium Co-payment. Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.
- C. POST NOVEMBER 8, 1990, RETIREE MEDICAL INSURANCE COVERAGE
- Those employees who retire subsequent to November 8, 1990, will for the term of this Agreement be covered pursuant to the medical coverage reflected by this Agreement. This includes:
1. CSM 80-20 Plan with \$100/\$200 Deductible. Effective November 9, 1993, employees retiring from active service (and their dependents) will be covered by the Michigan Blue Cross/Blue Shield CSM 80/20 - \$100/\$200 Deductible Plan (or equivalent alternate carrier coverage), with a \$1,000 stop loss (after deductibles are met).
- Blue Cross/Blue Shield (or alternate carrier) to reimburse eligible covered retirees for reasonable and customary charges (R & C) pursuant to Blue Cross/Blue

Shield's (or alternate's) schedule of reimbursable payments.

The cost of such retiree group coverage shall be equally borne by the Company and the retiree electing the coverage.

2. Agreement the Company will continue to contribute eight dollars and twenty cents (\$8.20) per month toward the cost of medicare coverage for eligible retirees and surviving spouses.

3. Premium Co-payment. Retiree group premium co-payments must be paid on a monthly basis and may be made by cash payment or by authorized reduction in the retiree's monthly retirement benefits.

SECTION 7. DENTAL INSURANCE COVERAGE. Effective on and after September 3, 1978, eligible employees and their covered dependents will continue to be provided dental program insurance coverage at Company expense. Coverage effective dates will be as per this Article's Section 8.

SECTION 8. INSURANCE COVERAGE EFFECTIVE DATES.

A. Group insurance coverage (i.e., life, AD&D, dependent life, transition and bridge, weekly sickness and accident) and medical insurance coverages for a new hire or a retired employee will become effective on the thirty first (31st) day of employment, providing such employee is on the active payroll on such day.

B. For an employee reinstated from the inactive to the active payroll, group and medical insurance coverages provided by this Agreement will become effective on the effective date of placement onto the active payroll.

C. Except for Company-paid group and medical insurance coverages heretofore specified for employees who retire under this Agreement's pension plan, all Company-paid group and medical insurance coverages will cease on the first day immediately following termination of seniority.

D. Company-paid group and medical insurance coverages for inactive payroll employees will be continued in accordance with the following:

1. Life, dependent life, AD&D, transition and bridge, and medical insurance coverages will be afforded to employees who become inactive by reason of layoff, vacation leave, personal leave, or any other approved leave for two (2) calendar months following the month in which such leaves commence.
2. Life, dependent life, AD&D, transition and bridge, and medical insurance coverages will be afforded to employees who become inactive by reason of an approved

# ARTICLE XVI - GENERAL

SECTION 1. BULLETIN BOARDS. The Company shall permit the use by the Union a sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

- A. Notice of Union recreational and social affairs.
- B. Notice of Union elections, appointments, and results of Union elections pertaining to the plant or department involved.

C. Notice of Union meetings.  
All such notices must be submitted to the Company for approval before posting.

SECTION 2. SAFETY. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, as it has prior to the signing of this agreement through the maintenance of its protective devices and equipment in accordance with the requirements of the state law.

In order to carry out the intent of this section, there shall be a Union-Management plant wide safety committee consisting of members from two (2) safety sub-committees. The first sub-committee shall be responsible for safety concerns arising out of the Extrusion, Shipping and Maintenance Departments, and the second sub-committee shall be responsible for safety concerns arising out of the the Fabrication and Quality Departments. Bargaining unit members serving on the safety sub-committees will be appointed by the Union. One (1) bargaining unit member from each sub-committee will be appointed by the Union to serve on the plant wide safety committee. The Bargaining Committee's Chairperson will also serve on the plant wide safety committee.

The safety sub-committees shall meet at least once each month. The plant wide safety committee shall meet at least quarterly. Special meetings may be held when conditions warrant.

Unsafe conditions shall be reported first to the supervisor of the area. Employees are encouraged to document unsafe conditions by using the Near Miss forms available throughout the plant.

The Company will make available to the Union upon request its OSHA log or Workers Compensation Form 200's.

The Union's designated representative will accompany federal or state safety inspectors on tours of the plant, and will be paid for regular work time missed as a consequence of such inspections.

SECTION 3. CONTRACT PREEMPTION. Any agreement made by representatives of either party which is not consistent with the terms of this contract shall be of no force and effect.

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non-industrial injury and/or sickness, or maternity leave for six (6) calendar months immediately following the month in which such approved leaves commence.

- B. An employee who becomes inactive by reason of layoff and/or an approved leave may purchase medical insurance coverage for eighteen (18) months immediately following the last month for which the Company remits insurance premiums in behalf of the inactive employee by making advance payments to the Company's personnel office.

F. An employee who becomes inactive by reason of an industrial injury and/or illness shall continue to be provided with coverages for life, dependent life, AD&D, transition and bridge, and medical insurance for a period not to exceed one (1) year. Cost of such coverages will be fully paid by the Company.

SECTION 9. INSURANCE HIGHLIGHT BOOKLETS. Descriptions of benefits and eligibility requirements which prevailed during the immediately preceding labor agreement's term and improvements to which reference is herein made will be reflected in insurance highlight booklets which the Company will request the respective carriers to provide covered employees.

SECTION 10. EYEGLASS PURCHASE. Effective September 3, 1983, the Company will make available to dependents of employees (those eligible for hospital/medical insurance coverage) the option to purchase eyeglasses through the Company on the same basis as such program has previously been available to employees.

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SECTION 4. VALIDITY OF AGREEMENT. This Agreement supersedes all prior agreements and understandings, oral or written, except as they are expressly reaffirmed or incorporated herein. Should any term or terms of this Agreement be or become wholly or partly in conflict with the laws existing during the terms of this Agreement, the validity of the balance of this Agreement shall in no way be affected, and this Agreement shall be deemed modified to conform to the provisions of said existing laws.

SECTION 5. COMPLETE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 6. TRUSTEE REPORTS. Copies of all trustees' reports of all benefit plans shall be provided to the International Union, UAW, Solidarity House, Detroit, Michigan (8000 East Jefferson Avenue), and to the Regional Director, 3300 Leonard, N.E., Grand Rapids, Michigan 49546-1026.

SECTION 7. PENDING LISTS. Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all retirees, as well as employees covered by this Agreement, together with their addresses and Social Security numbers as they appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

SECTION 8. COMPENSABLE INJURIES. When, because of a compensable injury, it is necessary for an employee to leave his work for medical treatment on the day of injury, he shall be paid for time lost from regular work on the day of his injury while receiving treatment. If the doctor determines that the employee is unable to return to work on the day of his injury, and so notifies the Company in writing, the employee shall be paid for the balance of the shift on which he was injured. Other than entitlement to weekend premium pay, an employee is not entitled to overtime pay

under this provision. If, upon his return to work, the employee has to receive medical treatment due to such injury, and such treatment can only be received during his regular work shift, he shall be paid for time lost while receiving treatment.

SECTION 9. PRINTING OF CONTRACT. The Company shall have the total Agreement printed in booklet form and furnish sufficient copies to the Union and to each employee in the bargaining unit.

SECTION 10. CHANGES OF ADDRESS. It shall be the responsibility of employees to report any change of address or telephone numbers to the Company in writing. The employees shall get a receipt of such notice from the employment office with a duplicate furnished to the Union.

SECTION 11. CREDIT UNION PAYROLL DEDUCTION. The credit union payroll deduction program which was in effect under the prior labor contract will continue during the life of this Agreement.

SECTION 12. MEMORANDUMS OF UNDERSTANDING. During negotiations, which resulted in this labor Agreement, the Union and the Company agreed that the following understanding will prevail during this contract's term.

A. CELL AND CREW LEADERS. Cell and Crew leaders are hourly payroll employees who are members of the bargaining unit. They are paid a specified amount of money above the rate of the highest rated worker in the group they lead. They work at regularly assigned work and, in addition, act as a leader and coordinator of their group. They may provide personal relief time for members of their group. A Cell and Crew leader punches the time clock in the same manner as any other employee, and receive overtime pay for all overtime hours worked.

A Cell or Crew leader may not implement or recommend personnel decisions such as transfers, promotions, or disciplinary actions.

On shifts where a supervisor is not available and a situation requiring some immediate action or decision outside the authority of a group leader occurs, the group leader present shall contact the supervisor or designated Company representative to determine the action to be followed.

B. OVERTIME DISTRIBUTION. Overtime will not be required of an employee in accordance with this contract's Article XI, if this would require the employee to work sixteen (16) hours in succession, except on a voluntary basis. In all other situations, the labor Agreement's Article XI will be adhered to when overtime work opportunities are distributed.

sudden condition beyond the reasonable control of the Company).

- G. EDUCATIONAL IMPROVEMENT. The Company agrees to reimburse any employee the tuition, or course fee cost, for certain short courses and/or adult education courses successfully completed by the employee, provided the course selected is related to the plant's work activities and is approved by the Company.

SECTION 13. PAYROLL ERROR ADJUSTMENTS. The Company shall make payroll error adjustments, for regular hours worked in a week, within twenty-four (24) hours of notification, if requested. It is understood that such adjustments shall be made only in those cases where the Company erred. Furthermore, it is understood and agreed by the parties that errors for all overtime worked shall be corrected when notified and adjusted in the next payroll processing routine for payment on the next following payday.

SECTION 14. INSURANCE BOOKLETS. The Company and the Union will strive jointly for updated insurance booklets on a regular basis. These booklets will be printed by the insurance carrier for each unit and all specific benefits and shall be given to all bargaining unit employees as soon as possible after the completion of each series of contract negotiations.

SECTION 15. INSURANCE COST NOTIFICATION. The Company shall annually provide all its bargaining unit employees, upon notification by the insurance carrier of record, of any changes in their cost of continuing medical insurance, life and dependent life insurance, AD&D insurance, and bridge and transition coverage in the event of their layoff from the Company.

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- C. UNION ACCOMMODATIONS. The Company will provide a Union office for use by the Union Committee, Stewards, Union President, and Union Vice President. The design and location of such office shall be determined by the Company. Use of the Union office shall be exclusively for the conduct of Union business. Access to the Union office shall be limited to those Union officials referenced above.

D. VENDING MACHINE PROCEEDS. Periodically, financial statements reflecting vending machine sales and commissions, if any, will be made available to the Union's financial secretary. Although the Company is willing to consider Union suggestions for disposition of vending machine sales commissions, if any, first priority to such funds will be to underwrite expenses of the annual ham and/or turkey program for all employees of the Holland facilities. Each employee may indicate a preference to receive either a ham or turkey no later than December 1, each year. If no preference is expressed by an employee, the Company shall determine whether a ham or turkey is given that employee.

E. ANNUAL INVENTORY. Employees that conduct the annual physical inventory will be chosen from the plantwide seniority list. The most-senior employees will be asked to accept such assignments within their department; however, should the number of volunteers be insufficient, the least-senior employees on the plantwide seniority list will be obliged to accept inventory work assignments. In the event annual physical inventory work is completed prior to the end of the normal work week and production work is not resumed until the following normal work week, inventory workers will be assigned available work which they can do without regard to traditionally accepted lines of demarcation between the job classifications. Employees participating in the annual physical inventory shall be paid fifty cents (\$.50) per hour above the established hourly pay rate for the Production Helper classification for the time so employed.

- F. SUPERVISORS PERFORMING BARGAINING UNIT WORK. Supervisory employees shall not be permitted to perform bargaining unit work except for the following:
1. In the instruction (including demonstration) or training of employees, provided bargaining unit employees are present.
  2. In product development work, including sample parts to prove any new or altered tooling for the job, provided bargaining unit employees are present.
  3. Establishing necessary experimental operations or pilot productions.
  4. In emergencies, when regular employees are not immediately available (An emergency is defined as a

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ARTICLE XVII - SKILLED TRADES SUPPLEMENT

SECTION 1. SKILLED TRADES DEFINITION. Skilled Trades for the purpose of this Agreement shall include the following classifications Tool and Die, Toolkeeper, Millwright, Electrician, Extrusion Die Technician, Sample Maker, and CMM Operator.

SECTION 2. OCCUPATIONAL SENIORITY. Seniority in the Skilled Trades shall be by classification. The seniority list shall be by basic classification, except that present employees of such departments shall continue to be listed in the same order shown on seniority lists last published prior to December 5, 1969. Neither this section nor any other section of this Agreement shall be interpreted to mean that the Company shall not have the right of assigning work outside of classification to fill out a Journeyman's time or to answer an emergency. Skilled Trades Crew leaders maintain seniority on the basis of their seniority within their skilled trade and shall not be considered as a separate classification.

SECTION 3. FUTURE OCCUPATIONAL SENIORITY. After the signing of this Agreement, seniority of Journeymen in the Skilled Trades classifications shall begin as of date of entry into such classification, except graduates of the apprenticeship program; they shall have seniority as provided for in the apprenticeship standards.

SECTION 4. SENIORITY OUTSIDE SKILLED TRADES. Production workers will not carry seniority into the skilled trades occupations; however skilled trades workers may, in case of layoff, exercise their plant seniority to bump into a group one or group two classification occupied by a less senior employee for which they are qualified to perform without training. The decision regarding layoff or exercising plant seniority must be made at the time the reduction in force occurs.

SECTION 5. JOURNEYMAN DEFINITION. The term "journeyman," as used in this Agreement, shall mean any person:

- Who presently holds a Journeyman classification in the plant.
- Who has served a bona fide apprenticeship and has a certificate which substantiates his claim of such service.
- Who has had eight (8) years of practical experience and can prove same with proper affidavits qualifying for a UAW Journeyman card.

The Company may consider the possession of a UAW Journeyman Card as presumptive proof of qualifications under B and C above.

SECTION 6. FUTURE SKILLED TRADES EMPLOYMENT. Any further employment in the skilled trades classifications in this plant, after signing of this Agreement, shall be limited to Journeymen, apprentices, or employees in training on non-apprenticeable job classifications.

SECTION 7. LAYOFF AND RECALL. In the case of layoff in the Skilled Trades classifications, the following procedure shall be used:

- Temporary employees.
- Probationary Journeymen.
- Least senior employee within the classification.
- Least senior employee in the department, providing the employee retained is able to perform the available work.
- The same procedure shall apply in the Maintenance Department.
- Recalls shall be made in the reverse order of the layoffs.

SECTION 8. SKILLED TRADES CLASSIFICATIONS. The following classifications shall be established as either apprenticeable or non-apprenticeable:

- Tool and Die Maker (apprenticeable)
- Electricians (apprenticeable)
- Millwrights (apprenticeable)
- Extrusion Die Technician (non apprenticeable)
- Sample Maker (non apprenticeable)
- CMM Operator (not apprenticeable)
- Toolkeeper (not apprenticeable)

SECTION 9. APPRENTICESHIP STANDARDS. The Company and the Union have negotiated an apprenticeship program. The apprenticeship standards are in keeping with the standards of the International Union, UAW. The apprenticeship standards shall be considered as an inseparable part of the supplementary agreement.

SECTION 10. LABOR AGREEMENT APPLICATION. All sections of the bargaining Agreement presently in effect, which are not inconsistent with the supplement, shall apply to the skilled workers.

SECTION 11.

- When the Company determines it necessary to increase the number of employees in the non-apprenticeable skilled trades classifications (Extrusion Die Technician, Tool Keeper, Sample Maker, Tool Keeper and CMM Operator), such opening(s) shall be filled in the following order of preference:

- If any qualified Journeymen have previously been reduced out of the classification to be filled, such employee(s) shall be returned to the classification in accord with the recall provisions of the Agreement.

2. If no qualified Journeymen are available through the recall procedure, the opening(s) shall be posted for ready employees of the Company.
- B. When an Upgrader Trainee job is to be filled in the Extrusion Die Technicians, Sample Maker, Tool Keeper or CMX Operator classifications, bargaining unit employees from other sections of the plant may be transferred to the appropriate department and reclassified as Upgrader Trainees.
- C. Such trainees shall be given on-the-job experience supplemented with applicable and available outside education to permit them to become proficient in performing the duties of the trade in which the individual is being trained.
- D. Notice of openings for Upgrader Trainees shall be posted on the plant bulletin boards and Upgraders will be selected by the Company on the basis of their overall qualifications, which shall include but not be limited to applicable skills acquired in prior employment, skills acquired during Wickes Manufacturing Company and Hydro Aluminum-Bohn employment and applicable training and education acquired through recognized educational institutions. When qualifications are relatively equal, seniority will prevail.
- E. Should no qualified employee apply for an Upgrader Trainee opening, the Company may hire a suitable qualified person from outside the Company for training under provisions of this Agreement.
- F. Employees who are transferred into or hired into the Upgrader Training Program shall serve a probationary period of ninety (90) days. The probationary period shall not include periods of layoff and/or periods where an employee is transferred back into a non-skilled classification.
- G. Upon completion of the upgrading period, such employee shall use his skilled trades seniority (one hundred percent (100%) of his actual training time) for the purpose of layoff and recall.
- H. In the event of a curtailment of force in skilled trades classification and/or classifications, such Upgrader and/or Upgraders will be transferred out of the affected classification(s), i.e., Extrusion Die Technicians, Sample Maker, CMX Operator, Tool Keeper back to their former department and classification in accordance with seniority provisions of this Agreement. An employee who occupies Upgrader Training status in one (1) of the skilled trade job classifications shall not be permitted to exercise his Upgrader Training seniority against an employee occupying Upgrader Training status in one (1) of the other skilled trade Upgrader job classifications. The Upgraders will exercise seniority in their own upgrading classification in the event of a reduction of force. The last individual

transferred into or hired into an Upgrader classification shall be the first to be transferred out or laid off, as the case may be, i.e., last in, first out.

- I. An employee may withdraw from the Upgrader Training Program at any time and return to his former non-skilled classification and department in accordance with his non-skilled trade seniority. The Company may remove an Upgrader Trainee during his probationary period. The Company may remove an Upgrader Trainee who has completed the probationary period from the program for failure to participate in the educational program or for failure to progress toward Journeyman status on the job.
- J. Employees who withdraw from the Upgrader Training Program, or elect to accept a transfer to another classification, or those employees who are removed from the program per paragraph I above, shall be prohibited from reentering an Upgrader Training Program in the same classification, except by mutual agreement of the Company and the Union.
- K. An Upgrader will not be permitted to exercise shift preference over another Upgrader during the Upgrader Training Program and/or Journeyman cannot exercise shift preference over an Upgrader Trainee. Upgraders shall work those shifts which would be most advantageous to their related training. Upon attainment of Journeyman status, employees are subject to shift transfer based on their skilled trades seniority.
- L. The base rate of newly-hired Upgraders, shall be as follows:

1st three (3) months	70% of Journeyman rate
2nd three (3) months	75% of Journeyman rate
3rd three (3) months	80% of Journeyman rate
4th three (3) months	85% of Journeyman rate
Next six (6) months	90% of Journeyman rate
Next six (6) months	95% of Journeyman rate
After two (2) years	Journeyman rate

Seniority employees who transfer into the Upgrader Program shall enter the program at a base rate of twenty-four cents (\$24) per hour less than the Journeyman rate, and thereafter shall be increased six cents (\$.06) per hour for six (6) months until the Journeyman rate is reached. However, employees transferring into the Upgrader Program whose hourly base rate in their former classification is less than twenty-four cents (\$24) per hour below the Journeyman rate shall retain their existing base rate until such time as the six (6) month interval of increases permits a rate adjustment. In no case will an employee, upon transfer into the Upgrader Program, maintain a base rate in excess of the Journeyman rate for the Upgrader classification entered.

ARTICLE XVIII - WORK RELOCATION

Notwithstanding any other provision in this Agreement to the contrary, the Company reserves the right to relocate work when such relocation is determined in its sole judgment to be in the Company's best interest on the basis of sound business practices. Such actions shall not be taken in a capricious or arbitrary manner.

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The Company will reimburse Upgrader Trainees for required tools not furnished by the Company in an amount not to exceed two hundred dollars (\$200), as follows:

A maximum of fifty dollars (\$50) shall be provided by the Company at the outset of the training period. A maximum of an additional fifty dollars (\$50) shall be provided by the Company after successful completion of the probationary period. A maximum of an additional one hundred dollars (\$100) shall be provided by the Company after successful completion of the training program. The Company shall be furnished with receipts to verify expenditure of the above monies for required tools.

M. The Upgrader Trainee(s) shall be required to sign a statement consenting to the terms and conditions of this Agreement, thereby waiving:

1. The right to any permanent status in the Skilled Trades classification other than Upgrader seniority until successful completion of such training period.

N. It is desirable that Upgraders attain necessary related training to make them competent in as short a period of time as possible.

O. An Upgrader Trainee shall acquire Journeyman status only after two (2) calendar years in the Upgrader classification and following successful completion of all related classroom instruction. Further, upon acquiring Journeyman status, overtime hours will be equalized within his own classification.

P. The Company agrees to pay, on behalf of those employees covered by this Upgrader Program, for books, registration fees, and/or tuition required in connection with related training for a period of not more than three (3) years under this program. When an Upgrader Trainee is required by the Company to attend classes outside of the normal working hours for the purpose of facilitating training in extrusion die Technician, Toolkeeper, CNC Operator, Sample Maker, or CMM Operator, the Company will pay the individual his applicable rate of pay, but excluding shift premium and overtime premium for the actual hours that an individual participates in classroom instruction. This related training as outlined shall be on a mandatory basis for all future employees entering into this Upgrader Training. In the event an employee fails to achieve a passing grade in a course of related training, the cost of repeating such course of instruction shall be borne by the employee. The Upgrader Training Program may be amended to include additional training programs by mutual agreement of the Company and the Union.

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ARTICLE XIX - TERMINATION AND MODIFICATION

This Agreement will become effective on November 9, 1993, as ratified on December 4, 1993 and shall continue in full force and effect without change until 12:00 midnight November 8, 1996, and thereafter for a successive period of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate, unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail, addressed, if to the Union, to Local Number 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Holland Michigan, or to such address as the Union shall furnish to the Company in writing; and, if to the Company, to Bydro Aluminum Automotive Structures, Inc., 365 W. 24th Street, Holland, Michigan, or to such other address as the Company may furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents to be signed in its behalf by its duly authorized and accredited representatives; and the Union has caused the same to be signed in its name by its duly authorized and accredited representatives, officers and committee persons this 28th day of February, 1994.

Hydro Aluminum  
Automotive Structures, Inc.  
Holland, Michigan

*Theodore J. DiGiuseppe*  
Theodore J. DiGiuseppe  
General Manager

*John A. Kline*  
John A. Kline  
Vice President of Finance

*Ralph G. Norman*  
Ralph G. Norman  
Vice President of Operations

*Steven W. Host*  
Steven W. Host  
Human Resources Manager

International Union,  
United Automobile, Aerospace  
and Agricultural Implement  
Workers of America, UAW,  
and Local Number 1402, UAW

*Robert Riatveld*  
Robert Riatveld  
President, Local 1402

*Ronald Clapp*  
Ronald Clapp  
Chairman, Bargaining Committee

*Philip Sullivan*  
Philip Sullivan  
Committee Person

*Donald Douglas*  
Donald Douglas  
Committee Person

*Steve Adams*  
Steve Adams  
International Representative

*Jack Lasowski*  
Jack Lasowski  
Regional Director, Region 10

#### INSURANCE CO-PAYMENT MEMORANDUM OF UNDERSTANDING

The Company herewith agrees that if the amount of money paid by employees into the Company's medical insurance plan as their co-pay contribution exceeds the percentage that they should have paid based upon the actual expenses incurred over the life of this agreement, then any excess funds that are directly attributable to the excess employee co-pay premiums paid into the plan will be remitted to those employees who are on the payroll as of the expiration date of the Contract in a pro-rata amount based upon (1) the coverage selected and paid by the employee (e.g., single, family, etc.) and (2) the number of months the employee was employed during the Contract term. No employee who leaves the employment of the Company prior to the expiration of the Contract, except by reason of layoff during the last year of the Contract, will be eligible for a refund of any excess employee co-payments that may have accrued over the life of the contract.

#### HYDRO ALUMINUM AUTOMOTIVE STRUCTURES, INC. HOLLAND, MICHIGAN SHOP RULES

The shop rules set forth below are not intended to be exclusive, are provided for your information and guidance; they are not a part of the Agreement between the Company and the Union. The Union reserves the right to grieve under any circumstance which they consider to be an unreasonable application of any published or unpublished Shop Rule;

THE FOLLOWING OFFENSES ARE VIOLATIONS OF SHOP RULES AND ARE GROUNDS FOR DISCIPLINARY ACTION, INCLUDING DISCHARGE:

1. Leaving job without permission or not reporting to the job on time.
2. Producing excessive scrap or inferior work through carelessness, or willfully wasting or damaging materials or supplies;
3. Theft or attempted theft or removal from the premises without proper authorization any Company property or the property of any employee.
4. Conviction of any felony.
5. False statements on employment application or giving false information at the time of employment as to a pertinent item.
6. Immoral conduct or indecent behavior on Company premises.
7. Fighting or attempting bodily injury to another on Company premises (this does not include action taken in self-defense) or provoking a fight on Company premises.
8. Deliberate falsification of production reports, time reports, or other similar reports.
9. Falsifying information regarding any illness, injury or request for leave of absence of any kind.
10. Intentionally and knowingly punching another employee's time card.
11. Failing to punch in and/or punch out when entering or leaving the plant or when starting or finishing an employee's assigned shift.
12. Misusing, destroying, or damaging Company property or property of any employee.
13. Making of false, vicious, or malicious statements concerning any employee, the Company, or its products.

THE WORK RULES ENUMERATED ABOVE ARE NOT INTENDED TO BE ALL INCLUSIVE, AND OTHER TYPES OF CONDUCT NOT LISTED MAY ALSO BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.

14. Carrying, possessing or being under the influence of alcohol on Company premises or narcotics at any time, on or off Company premises, or reporting for work while under the influence of alcohol or narcotics.
15. Interfering or refusing to cooperate with the plant protection officers in the performance of their duties.
16. Sleeping on the job during work hours.
17. Insubordination (refusing or failing to obey an order from proper authority).
18. Mistakes due to carelessness.
19. Altering or defacing Company or Union notices on bulletin boards.
20. Distributing written or printed matter of any description in violation of the Company's No Distribution Rule, unless approved by the Human Resource Department; posting or removal of notices or signs, writing or marking on Company property, without authorization from the Company.
21. Creating or contributing to unsanitary conditions or poor housekeeping.
22. Engaging in horseplay, running, scuffling, or throwing things.
23. Gambling or engaging in a lottery on Company premises.
24. Violating a safety rule or safety practice.
25. Failure to observe parking and traffic regulations on Company premises.
26. Failure to carry out a known and specified work procedure. Any instruction to deviate from such procedure must be in written form.
27. Use or possession of another employee's tools without the employee's consent.
28. Engaging in work of a personal nature on Company time and/or property.
29. Soliciting of any kind on Company premises in violation of the Company's No Solicitation Rule.
30. Entering the production area of the plant any time other than regular scheduled work shift unless authorized to do so by the Company.

# NO. SOLICITATION/DISTRIBUTION RULE

Many outside organizations have requested permission to solicit our employees for memberships, contributions or participation in various activities. To protect employee rights to privacy and preserve the integrity of the workplace, we have developed uniform policies to deal with these matters. Our solicitation/distribution policies are as follows:

To avoid interference with the efficiency or safety of employees, solicitation by an employee of another employee on behalf of any cause will not be permitted during work time. Work time is all time when an employee is expected to be engaged in work tasks, but does not include lunch periods, break periods and time before and after the employee's scheduled working day. The only exception to this will be company approved programs such as the United Way.

Similarly, to avoid littering or the disruption of work routines, the distribution of literature, products, or other non-business materials will not be permitted in work areas at any time.

Company premises, including parking lots, grounds and buildings, are private property and restricted to use by employees and business visitors. Non-employed visitors must have approved business reason to be permitted on company premises.

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